

## DISTRICT OF COLUMBIA EMERGENCY RENT ACT OF 1951

JUNE 28, 1951.—Ordered to be printed

Mr. HARRIS, from the committee of conference, submitted the following

### CONFERENCE REPORT

[To accompany S. 1590]

The committee of conference on the disagreeing votes of the two Houses on the amendment of the House to the bill (S. 1590) to extend and revise the District of Columbia Emergency Rent Act, having met, after full and free conference, have agreed to recommend and do recommend to their respective Houses as follows:

That the Senate recede from its disagreement to the amendment of the House and agree to the same with an amendment as follows:

In lieu of the matter proposed to be inserted by the House amendment insert the following: *That the District of Columbia Emergency Rent Act is hereby amended to read as follows:*

#### "PURPOSES; TIME LIMIT

"SECTION 1. (a) *It is hereby found that the national emergency and the national defense program (1) have aggravated the congested situation with regard to housing accommodations existing at the seat of government; (2) have led or will lead to profiteering and other speculative and manipulative practices by some owners of housing accommodations; (3) have rendered or will render ineffective the normal operations of a free market in housing accommodations; and (4) are making it increasingly difficult for persons whose duties or obligations require them to live or work in the District of Columbia to obtain such accommodations. Whereupon it is the purpose of this Act and the policy of the Congress during the existing emergency to prevent undue rent increases and any other practices relating to housing accommodations in the District of Columbia which may tend to increase the cost of living or otherwise impede the national defense program.*

"(b) *The provisions of this Act, and all regulations, orders, and requirements thereunder, shall terminate on June 30, 1952; except that as to offenses committed, or rights or liabilities incurred, prior to such*

expiration date, the provisions of this Act and such regulations, orders, and requirements shall be treated as still remaining in force for the purpose of sustaining any proper suit, action, or prosecution with respect to any such right, liability, or offense.

**"MAXIMUM-RENT CEILINGS AND MINIMUM-SERVICE STANDARDS**

"SEC. 2. Subject to such adjustments as may be made pursuant to sections 3 and 4, maximum-rent ceilings and minimum-service standards for housing accommodations in the District of Columbia shall be the following:

"(1) For housing accommodations rented on January 1, 1951, and not under control under this Act prior to that date, the rent and service to which the landlord and tenant were entitled on that date.

"(2) For housing accommodations not rented on January 1, 1951, but which had been rented within the year ending on that date, and not under control under this Act during that year, the rent and service to which the landlord and tenant were last entitled within such year.

"(3) For housing accommodations not rented on January 1, 1951, or within the year ending on that date, and not covered by subsection (4) hereof, the rent and service generally prevailing for comparable housing accommodations as determined by the Administrator.

"(4) For housing accommodations under control under this Act on December 31, 1950, the rent and service to which the landlord and tenant were entitled on June 30, 1951; except that upon the filing, by any landlord of any housing accommodations covered by this subsection, of a new rent schedule on a form prescribed by the Administrator and setting forth the pertinent circumstances as indicated by such form, the rent and service shall be adjusted and automatically effective upon the date of filing thereof, (A) for housing accommodations rented on January 1, 1941, or within the year ending on that date, so that the maximum-rent ceiling shall be increased to 20 per centum above the rent heretofore frozen at the level of January 1, 1941, or the last rent in the year 1940, whichever was applicable, plus the upward adjustments heretofore authorized by General Orders 12 and 13 of the Administrator; and (B) for housing accommodations not rented on January 1, 1941, or within the year ending on that date, so that the maximum-rent ceiling shall be increased by 2 per centum per year for each calendar year ending after rent schedules for such housing accommodations were first filed in the office of the Administrator, for the calendar years 1941 to 1950, inclusive, to the extent applicable, plus the upward adjustments heretofore authorized by General Orders 12 and 13 of the Administrator.

**"GENERAL AND SPECIAL ADJUSTMENTS**

"SEC. 3. (a) Whenever in the judgment of the Administrator a general increase or decrease since January 1, 1951, in taxes or other maintenance or operating costs or expenses has occurred or is about to occur in such manner and amount as substantially to affect the maintenance and operation of housing accommodations generally or of any particular class of housing accommodations, he may by regulation or order increase

or decrease the maximum-rent ceiling or minimum-service standard, or both, for such accommodations or class thereof in such manner or amount as will in his judgment compensate, in whole or in part, for such general increase or decrease. Thereupon such adjusted ceiling or standard shall be the maximum-rent ceiling or minimum-service standard for the housing accommodations subject thereto.

"(b) Upon a showing by any landlord of good cause in the judgment of the Administrator that the maximum-rent ceiling on any housing accommodation is substantially lower than the maximum-rent ceiling for comparable housing accommodations located within the same building or group of buildings operated by the same landlord as a single operation, the Administrator may, by special order under this section, adjust such lower ceiling so as to equalize the same with such higher ceiling, and thereupon such adjusted ceilings shall be the maximum-rent ceilings for the housing accommodations subject to such special order.

"(c) Upon the showing by any landlord to the satisfaction of the Administrator that the maximum-rent ceilings, on any comparable housing accommodations located within the same building or group of buildings operated by the same landlord as a single operation, will vary in amount due to the effect of General Orders 12 and 13 or similar general orders, the Administrator may, by special order under this section, adjust any or all of such ceilings so as to equalize the same, and thereupon such adjusted ceilings shall be the maximum-rent ceilings for the housing accommodations subject to such special order.

#### "PETITION FOR ADJUSTMENT

"SEC. 4. (a) Any landlord or tenant may petition the Administrator to adjust the maximum-rent ceiling applicable to his housing accommodations on the ground that such maximum-rent ceiling is, due to peculiar circumstances affecting such housing accommodations, substantially higher or lower than the rent generally prevailing for comparable housing accommodations; whereupon the Administrator may by order adjust such maximum-rent ceiling to provide the rent generally prevailing for comparable housing accommodations as determined by the Administrator.

"(b) Any landlord may petition the Administrator to adjust the maximum-rent ceiling or minimum-service standard, or both, applicable to his housing accommodations to compensate for (1) a substantial rise in taxes or other maintenance or operating costs or expenses over those prior to January 1, 1951, or (2) a substantial capital improvement including furniture and furnishings or alteration made since January 1, 1951; whereupon the Administrator may by order adjust such maximum-rent ceiling or minimum-service standard in such manner or amount as he deems proper to compensate therefor, in whole or in part, if he finds such adjustment necessary or appropriate to carry out the purposes of this Act: Provided, That no such adjusted maximum-rent ceiling or minimum-service standard shall permit the receipt of rent in excess of the rent generally prevailing for comparable housing accommodations as determined by the Administrator.

"(c) Any tenant may petition the Administrator on the ground that the service supplied to him is less than the service established by the minimum-service standard for his housing accommodations; whereupon the Administrator may order that the service be maintained at such minimum-service standard, or that the maximum-rent ceiling be decreased to com-

pensate for a reduction in service, as he deems necessary or appropriate to carry out the purposes of this Act.

"(d) Any landlord may petition the Administrator for permission to reduce the service supplied by him in connection with any housing accommodations; whereupon the Administrator, if he determines that the reduction of such service is to be made in good faith for valid business reasons and is not inconsistent with carrying out the purposes of this Act, may, by order, reduce the minimum-service standard applicable to such housing accommodations and adjust the maximum-rent ceiling downward in such amount as he deems proper to compensate therefor.

"(e) Any tenant may petition the Administrator to adjust the maximum-rent ceiling applicable to his housing accommodations on the ground that such maximum-rent ceiling permits the receipt of an unduly high rent; whereupon the Administrator may by order adjust such maximum-rent ceiling in such manner or amount as shall, in his judgment, effectuate the purposes of this Act and provide a fair and reasonable rent for such housing accommodations, but not less than the generally prevailing rate for comparable housing accommodations.

"(f) A petition made pursuant to this section shall be subject to the provisions of sections 8 and 9 of this Act. Any adjusted maximum-rent ceiling or minimum-service standard ordered pursuant to this section shall be the maximum-rent ceiling or minimum-service standard for the housing accommodations subject thereto; except that, in the event that the adjustment order is stayed or set aside by the court in accordance with section 9 of this Act, the maximum-rent ceiling and minimum-service standard theretofore applicable to such housing accommodations under this Act remain in full force and effect.

"(g) Upon the expiration of forty-five days after the date of the filing of any petition by any landlord for adjustment of the maximum-rent ceiling under the provisions of subsection (b) of this section, the maximum-rent ceiling for the housing accommodations covered by such petition automatically shall become the ceiling requested in such adjustment petition, unless and until such adjustment petition shall have been finally disposed of by the Administrator or his office, pursuant to the provisions of this section and the provisions of sections 8 and 9. Upon such final disposition, if the maximum-rent ceiling provided by this subsection during the pendency of such adjustment petition shall exceed the maximum-rent ceiling as finally disposed of by the Administrator or his office, any tenant having paid such excess or any part thereof shall be entitled to a refund to the extent of such payment, but the landlord shall not be liable for any penalties under the provisions of this Act.

#### "PROHIBITIONS

"SEC. 5. (a) It shall be unlawful, regardless of any agreement, lease, or other obligation heretofore or hereafter entered into, for any person to demand or receive any rent in excess of the maximum-rent ceiling, or refuse to supply any service required by the minimum-service standards, or otherwise to do or omit to do any act in violation of any provision of this Act or of any regulation, order, or other requirement thereunder, or to offer or agree to do any of the foregoing.

"(b) No action or proceeding to recover possession of housing accommodations shall be maintainable by any landlord against any tenant, notwithstanding that the tenant has no lease or that his lease has expired, so



long as the tenant continues to pay the rent to which the landlord is entitled, unless—

“(1) The tenant is (A) violating an obligation of his tenancy (other than an obligation to pay rent higher than rent permitted under this Act or any regulation or order thereunder applicable to the housing accommodations involved or an obligation to surrender possession of such accommodations) or (B) is committing a nuisance or using the housing accommodations for an immoral or illegal purpose or for other than living or dwelling purposes; or

“(2) The landlord seeks in good faith to recover possession of the property for his immediate and personal use and occupancy as a dwelling: Provided, That in the case of housing accommodations in a structure or premises owned or leased by a cooperative corporation or association no such action or proceeding under this paragraph or paragraph (3) of this section shall be maintained unless the landlord is a bona fide owner of stock in, or member of, such cooperative corporation or association and has actually paid in in cash at least 20 per centum of the full purchase price of the stock, proprietary lease, or other evidence of ownership entitling the landlord to possession of such housing accommodations, or was, immediately prior to the effective date of this amendatory Act, entitled to recover possession.

“(3) The landlord has in good faith contracted in writing to sell the property for immediate and personal use and occupancy as a dwelling by the purchaser and that the contract of sale contains a representation by the purchaser that the property is being purchased by him for such immediate and personal use and occupancy; or

“(4) The landlord seeks in good faith to recover possession for the immediate purpose of substantially altering, remodeling, or demolishing the property and replacing it with new construction, the plans for which altered, remodeled, or new construction having been filed with, and approved by, the Commissioners of the District of Columbia; or

“(5) The landlord seeks in good faith to recover possession for the immediate purpose of discontinuing the housing use and occupancy for a continuous period of not less than six months, during which period, commencing on the date possession is recovered under this subsection, it shall be unlawful for the owner of such housing accommodations or his agent to demand or receive rent for the same, and any person paying such rent may bring an action for double the amount of rent so paid, pursuant to the provisions of section 10 of the Act; or

“(6) The landlord, being a recognized school or an accredited nonprofit university, has a bona fide need for the premises for educational, research, administrative, or dormitory use.

“(c) It shall be unlawful for any person to remove, or attempt to remove, from any housing accommodations the tenant or occupant thereof or to refuse to renew lease or agreement for the use of such accommodations because such tenant or occupant has taken or purposes to take action authorized or required by this Act or any regulation, order, or requirement thereunder.

#### “ADMINISTRATOR

“SEC. 6. There is hereby created in and for the District of Columbia the Office of Administrator of Rent Control. The Administrator shall

be appointed by the Commissioners of the District of Columbia and shall be a bona fide resident of the District of Columbia for not less than three years prior to his appointment. He shall devote his full time to the Office of Administrator and shall receive a salary at the rate of \$11,200 per annum. The Administrator shall establish offices, acquire supplies and equipment, and employ such personnel subject to approval by the Commissioners of the District of Columbia, and in accordance with the Classification Act of 1949, without regard to race or creed, as may be necessary in the performance of his functions under this Act. The Administrator shall submit a semiannual report to the Commissioners of the District of Columbia for transmittal to the Congress of the United States.

#### "OBTAINING INFORMATION

"SEC. 7. (a) The Administrator may make such studies and investigations, and obtain or require the furnishing of such information under oath or affirmation or otherwise, as he deems necessary or proper to assist him in prescribing any regulation or order under this Act, or in the administration and enforcement of this Act, and regulations and orders thereunder. For such purposes the Administrator may administer oaths and affirmations; may require, by subpoena or otherwise, the attendance and testimony of witnesses and the production of documents at any designated place; may require persons to permit the inspection and copying of documents, and the inspection of housing accommodations; and may, by regulation or order, require the making and keeping of records and other documents. No person shall be excused from complying with any requirement under this section because of his privilege against self-incrimination, but the immunity provisions of the Compulsory Testimony Act of February 11, 1893 (U. S. C., 1934 edition, title 49, sec. 46), shall apply with respect to any individual who specifically claims such privilege. In the event of contumacy or refusal to obey any such subpoena or requirement under this section, the Administrator may make application to the United States District Court for the District of Columbia for an order requiring obedience thereto. Thereupon the court, with or without notice and hearing, as it in its discretion may decide, shall make such order as is proper and may punish as a contempt any failure to comply with such order.

"(b) The Administrator shall have authority to promulgate, issue, amend, or rescind rules and regulations, subject to approval by the Commissioners of the District of Columbia, and to issue such orders as may be deemed necessary or proper to carry out the purposes and provisions of this Act or to prevent the circumvention or evasion thereof.

#### "PROCEDURE

"SEC. 8. (a) Any petition filed by a landlord or tenant under section 4 shall be promptly referred to an examiner designated by the Administrator. Notice of such action, in such manner as the Administrator shall by regulation prescribe, shall be given the tenant and landlord of the housing accommodations involved. If the petition be frivolous or without merit, the examiner shall forthwith dismiss it. Such order of dismissal may be reviewed by the Administrator in the manner provided in subsection (c) of this section. The examiner shall grant a hearing upon the petition except in cases dismissed under this subsection.

"(b) Hearings under this section shall be conducted in accordance with regulations prescribed by the Administrator. The landlord and tenant shall be given an opportunity to be heard or to file written statements, due regard to be given the utility and relevance of the information offered and the need for expedition. In any such hearing the common-law rules of evidence shall not be controlling.

"(c) The examiner, after hearing, shall make findings of fact and recommend an appropriate order. Copies of such findings and order shall be served upon the parties to the proceeding in such manner as the Administrator may prescribe by regulation. Within ten days after such service, any such party may request that the recommended order be reviewed by the Administrator. If there be no such request within such ten days, the findings and recommended order of the examiner shall thereupon be deemed to be the findings and order of the Administrator: Provided, That the Administrator may review the proceedings, as herein provided, on his own motion at any time within twenty days after service of the examiner's findings and order upon the parties. The Administrator may, in his discretion, grant a hearing upon the request. Upon such request or motion, the record in the case shall be forthwith transferred to the Administrator for review and he may, in his discretion, grant a hearing. He shall state his findings of fact or affirm the examiner's findings of fact, which findings in either case shall be conclusive if supported by substantial evidence, and shall make an appropriate order.

#### "COURT REVIEW

"SEC. 9. (a) Within ten days after issuance of an order of the Administrator under section 4, any party may file a petition to review such action in the Municipal Court of Appeals for the District of Columbia and shall forthwith serve a copy of such petition upon the Administrator. Thereupon, the Administrator shall certify and file with the court a transcript of the record upon which the order complained of was entered. Upon the filing of such transcript, the court shall have exclusive jurisdiction to affirm or set aside such order, or remand the proceeding: Provided, That the Administrator may at any time, upon reasonable notice and in such manner as he shall deem proper, rescind, modify, or set aside, in whole or in part, any such order of the Administrator at any time notwithstanding the pendency of the petition to review.

"(b) No objection that has not been urged before the Administrator shall be considered by the court unless the failure to urge such objection shall be excused because of extraordinary circumstances. No order shall be set aside or remanded unless the petitioner shall establish to the satisfaction of the court that the order is not in accordance with law, or is not supported by substantial evidence. The commencement of proceedings under this section shall not, except as provided in subsection (d), operate as a stay of the Administrator's order.

"(c) The Municipal Court of Appeals for the District of Columbia is hereby granted exclusive jurisdiction to review any order of the Administrator made pursuant to section 4 of this Act. The judgment and decree of the court shall be final, subject to review as provided by law relative to other judgments of the court.

"(d) No court shall issue any interlocutory order or decree staying the effectiveness of any provision of this Act or any regulation or order issued

thereunder unless the person objecting to such provision, regulation, or order shall file with the court an undertaking with a surety or sureties satisfactory to the court for the payment, in the event such objection is not sustained, of the amount by which the maximum rent, if any, permitted under such provision, regulation, or order exceeds or is less than the amount actually received or paid while such stay is in effect.

#### "ENFORCEMENT; PENALTIES

"SEC. 10. (a) If any landlord receives rent or refuses to render services in violation of any provision of this Act, or of any regulation or order thereunder prescribing a rent ceiling or service standard, the tenant paying such rent or entitled to such service, or the Administrator on behalf of such tenant, may bring suit to rescind the lease or rental agreement, or, in case of violation of a maximum-rent ceiling, an action for double the amount by which the rent paid exceeded the applicable rent ceiling and, in case of violation of a minimum-service standard, an action for double the value of the services refused in violation of the applicable minimum-service standard or for \$50, whichever is greater in either case, plus reasonable attorneys' fees and costs as determined by the court. Any suit or action under this subsection may be brought in the Municipal Court for the District of Columbia regardless of the amount involved, and the municipal court is hereby given exclusive jurisdiction to hear and determine all such cases.

"(b) No person shall be held liable for damages or penalties in any court on any grounds for or in respect of anything done or omitted to be done in good faith pursuant to any provision of this Act or any regulation, order, or requirement thereunder, notwithstanding that subsequently such provision, regulation, order, or requirement may be modified, rescinded, or determined to be invalid. The Administrator may intervene in any suit or action wherein a party relies for ground of relief or defense upon this Act or any regulation, order, or requirement thereunder. No costs shall be assessed against the Administrator in any proceedings had or taken in accordance with this Act.

"(c) Whenever in the judgment of the Administrator any person has engaged or is about to engage in any acts or practices which constitute or will constitute a violation of this Act, or any regulation, order, or requirement thereunder, he may make application to the United States District Court for the District of Columbia for an order enforcing compliance with this Act or such regulation, order, or requirement, and upon a proper showing a permanent or temporary injunction, restraining order, or other order shall be granted without bond.

#### "DEFINITIONS

"SEC. 11. As used in this Act—

"(a) The term 'housing accommodations' means any building, structure, or part thereof, or land appurtenant thereto, or any other real or personal property rented or offered for rent for living or dwelling purposes in the District of Columbia, together with all services supplied in connection with the use or occupancy of such property; but the term 'housing accommodations' shall not include (1) any of the accommodations in a hotel in which more than 60 per centum of the units devoted to



living quarters for tenants and guests are used for furnishing accommodations for transients, or the building constituting such hotel; or (2) furnished nonhousekeeping accommodations, whether or not in a hotel, which are rented as rooms without kitchen privileges or facilities for cooking (but not in a suite of two or more rooms); or (3) any building used as a licensed rooming house.

"(b) The term 'services' includes the furnishing of light, heat, hot and cold water, telephone, elevator service, furnishings, furniture, window shades, screens, awnings, and storage; kitchen, bath, and laundry facilities and privileges; maid service; janitor service; the removal of refuse, and the making of all repairs suited to the housing accommodations or necessitated by ordinary wear and tear; and any other privilege or facility connected with the use or occupancy of housing accommodations.

"(c) The term 'rent' means the consideration, including any bonus, benefit, or gratuity, demanded or received per day, week, month, year, or other period of time, as the case may be, for the use or occupancy of housing accommodations or the transfer of a lease for such accommodations.

"(d) The term 'maximum-rent ceiling' means the maximum rent which may be demanded or received for the use or occupancy of housing accommodations or the transfer of a lease for such accommodations.

"(e) The term 'minimum-service standard' means the minimum service which may be supplied in connection with the renting or leasing of housing accommodations.

"(f) The term 'tenant' includes a subtenant, lessee, sublessee, or other person entitled to the use or occupancy of any housing accommodations.

"(g) The term 'landlord' includes an owner, lessor, sublessor, or other person entitled to receive rent for the use or occupancy of any housing accommodations.

"(h) The term 'person' includes one or more individuals, firms, partnerships, corporations, or associations, and any agent, trustee, receiver, assignee, or other representative thereof.

"(i) The term 'documents' includes leases, agreements, records, books, accounts, correspondence, memoranda, and other documents, and drafts and copies of the foregoing.

#### "SEPARABILITY

"SEC. 12. If any provision of this Act or the application of such provision to any person or circumstance shall be held invalid, the validity of the remainder of the Act and the applicability of such provision to other persons or circumstances shall not be affected thereby.

#### "APPROPRIATION

"SEC. 13. There are hereby authorized to be appropriated such funds as may be necessary to carry out the provisions of this Act, to be paid out of money in the Treasury of the United States to the credit of the District of Columbia not otherwise appropriated.

#### "SHORT TITLE

"SEC. 14. This Act may be cited as the 'District of Columbia Emergency Rent Act of 1951'."

*Sec. 2. This Act shall take effect on the day following the date of its enactment.*

And the House agree to the same.

OREN HARRIS,  
T. G. ABERNETHY,  
JOS. P. O'HARA,

*Managers on the Part of the House.*

MATTHEW M. NEELY,  
EARLE C. CLEMENTS,  
HERMAN WELKER,

*Managers on the Part of the Senate.*

## STATEMENT OF THE MANAGERS ON THE PART OF THE HOUSE

The managers on the part of the House at the conference on the disagreeing votes of the two Houses on the amendment of the House to the bill (S. 1590) to extend and revise the District of Columbia Emergency Rent Act, submit the following statement in explanation of the effect of the action agreed upon by the conferees and recommended in the accompanying conference report:

The House amendment was passed in lieu of all of the Senate bill after the enacting clause. The accompanying conference report recommends the adoption of a substitute for both the Senate bill and the House amendment. The conference substitute follows the House amendment except for the differences described below and except for minor clerical changes. The section numbers used in this statement refer to the sections of the District of Columbia Emergency Rent Act, as amended by the House amendment and by the conference substitute.

Section 1 (b) of the House amendment provided for the termination of the provisions of the act, and of all regulations, orders, and requirements thereunder, on March 31, 1952, except in the case of offenses committed and rights or liabilities incurred prior thereto. The conference substitute follows the Senate bill and extends the act for a full year, adopting June 30, 1952, as the termination date.

Clause (4) of section 2 of the House amendment provided that the basic maximum-rent ceilings and minimum-service standards for housing accommodations which were controlled under the District of Columbia Emergency Rent Act on December 31, 1950, shall be the rent and service to which the landlord and tenant were entitled on December 31, 1950. The conference substitute provides that such basic maximum-rent ceilings and minimum-service standards shall be the rent and service to which the landlord and tenant were entitled on June 30, 1951, so that the maximum-rent ceilings and minimum-service standards prescribed by the amendatory act will conform as closely as possible to the rents and services in effect under existing law on the date of the enactment of the amendatory act.

Section 5 (b) (2) of the House amendment continued the provisions of the present law, which prevented a landlord from bringing an action or proceeding to recover possession of property for his immediate and personal use and occupancy as a dwelling, where such property is located in a structure or premises owned or leased by a cooperative corporation or association, unless 65 percent of the tenants in the structure or premises at the time the cooperative acquired, leased, or entered into a contract or option to acquire or lease the structure or premises had previously acquired stock or membership in the cooperative and were entitled to possession of their respective dwelling units in the structure or premises. The conference substitute substantially follows the Senate bill, providing that a landlord who purchases a dwelling unit in a cooperatively owned or leased structure

or premises may obtain possession of such dwelling unit, for his immediate and personal use and occupancy or the immediate and personal use and occupancy of a purchaser with whom he has contracted, if he has actually paid in in cash at least 20 percent of the full purchase price thereof or if he was entitled to recover possession under existing law immediately prior to the effective date of the amendatory Act.

The conference substitute, in section 6, provides that the Administrator shall receive a salary of \$11,200 in lieu of the salary of \$10,000 prescribed by section 6 of the House amendment.

Section 8 (c) of the House amendment allowed a period of 5 days, after service upon the parties of the examiner's findings and order, within which a part might request review by the Administrator, and the period of 10 days after such service within which the Administrator might review the proceedings on his own motion. Section 8 (c) of the conference substitute, following the Senate bill, increases such periods for review to 10 and 20 days, respectively.

The House amendment omitted the penal provision contained in section 10 (b) of the Senate bill, and the conference substitute follows the House amendment.

In defining "housing accommodations" in section 11 (a), the House amendment excepted accommodations in a hotel in which more than 60 percent of the space is used for furnishing transient accommodations. The corresponding exception in the conference substitute, following the Senate bill, is based upon "units" rather than "space".

OREN HARRIS,  
T. G. ABERNETHY,  
JOS. P. O'HARA,

*Managers on the Part of the House.*

